

<p style="text-align: center;">NON-DISCLOSURE AGREEMENT FOR THE U.S. SMALL BUSINESS ADMINISTRATION</p>

Contract # _____
Access to Sensitive but Unclassified Information

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted access to certain United States Government documents or material containing sensitive but unclassified information, including proprietary data, interpretations and/or derivatives of such data provided by the SBA Contracting Office and/or entities other than the contracting parties.

I understand and agree to the following terms and conditions:

1. By being granted access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the conduct of Federal programs or the privacy to which individuals are entitled under Title 5 U.S.C. § 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. Sensitive but unclassified information also includes information provided by the SBA Contracting office and entities other than the Contracting office.
4. I am being granted access contingent upon my execution of this Agreement for the sole purpose of _____ for the SBA and the Contracting Officer. This approval will permit me access to certain information, pertaining to _____ information and other proprietary data such as, documents, memoranda, reports, deliberations, and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the SBA has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement.
5. I will never divulge any sensitive but unclassified information, which is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the SBA that the individual is authorized to receive it.
6. If I am permitted, at the sole discretion of the SBA, to review any official documents containing sensitive but unclassified information, I will not make any copies of documents or parts of documents to which access is granted to me. Any notes taken during the course of such access will be provided to the SBA unless it is determined by SBA officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to

me, SBA officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain at the SBA.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the integrity of SBA's programs.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my access to sensitive but unclassified information. This may serve as a basis for denying me access to SBA information that is sensitive but unclassified information in the future.
9. Unless and until I am provided a written release by the SBA from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of access, which shall terminate at the conclusion of my work on all SBA contract work, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given access under the terms of this Agreement.
13. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name

Date

This Agreement was accepted by the undersigned on behalf of the SBA as a prior condition of access to sensitive but unclassified information.

U.S. Small Business Administration
Contracting Officer

Date